



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Thomas Stormann et al.

Serial No.: 09/679,664

Filed: October 3, 2000

For: G-PROTEIN FUSION RECEPTORS  
AND CHIMERIC GABA<sub>B</sub> RECEPTORS

Examiner: Robert Landsman

Group Art Unit: 1647

Attorney Docket No.: 7394US

CERTIFICATE OF MAILING

I hereby certify that this correspondence along with any attachments referred to or identified as being attached or enclosed is being deposited with the United States Postal Service as First Class Mail (under 37 C.F.R. § 1.8(a)) on the date of deposit shown below with sufficient postage and in an envelope addressed to the Commissioner for Patents, Washington, D.C. 20231.

July 22, 2005  
Date of Deposit

\_\_\_\_\_  
Signature of registered practitioner or other person  
having reasonable basis to expect mailing to occur  
on date of deposit shown pursuant to 37 C.F.R. §  
1.8(a)(1)(ii)

\_\_\_\_\_  
Typed/printed name of person whose signature is  
contained above

**POWER OF ATTORNEY (37 C.F.R. 1.34(a)), REVOCATION OF PRIOR  
POWER OF ATTORNEY (37 C.F.R. 1.36) and REQUEST TO  
CHANGE CORRESPONDENCE ADDRESS (37 C.F.R. 1.33(d))  
with STATEMENT PURSUANT TO 37 C.F.R. 3.73**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

As assignee of the entire interest in the above-identified application, all powers of attorney previously given herein are HEREBY REVOKED and the Registered Practitioners associated with Customer No. 24247 are hereby appointed to prosecute and transact all business in the U.S. Patent and Trademark Office in connection herewith, and with all continuing and divisional applications hereof.

In accordance with 37 C.F.R. 1.33(d), please change the address for all purposes in connection with the above-identified patent application to the address associated with Customer No. 24247, and direct all communications to

EDGAR R. CATAXINOS  
TRASKBRITT  
P. O. Box 2550  
Salt Lake City, Utah 84110  
(801) 532-1922

Pursuant to 37 C.F.R. 3.73, the undersigned representative of the Assignee has reviewed the evidentiary documents, specifically the Assignment from Thomas M. Stormann, Lance G. Hammerland, Laura L. Storjohann, James G. Busby, James E. Garrett, and Rachel T. Simin to NPS Pharmaceuticals, Inc., which was mailed for recording with the U.S. Patent and Trademark Office on April 11, 2003, a true and correct copy of which is attached hereto, and certifies that to the best of his knowledge and belief, title remains in the name of NPS Pharmaceuticals, Inc. as Assignee of record of the entire interest in the above-identified patent application.

The undersigned further avers that he is empowered to make and sign the foregoing certification on behalf of the Assignee, and to take the action set forth herein on behalf of the Assignee, pursuant to a resolution of its Board of Directors.

Respectfully submitted,

NPS PHARMACEUTICALS, INC.

Dated: July 25, 2005

By: Barton W. Giddings  
Printed Name: Barton W. Giddings  
Title: Assistant Corporate Secretary

# RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Thomas M. Stormann  
Lance G. Hammerland  
Laura L. Storjohann  
James G. Busby  
James E. Garrett  
Rachel T. Simin

Additional conveying party(ies) NO

## 2. Name and address of receiving party(ies):

NPS Pharmaceuticals, Inc.  
420 Chipeta Way, Suite 240  
Salt Lake City, Utah 84108

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

3/31/03, 4/1/03, 4/2/03 & 4/7/03

Additional name(s) & address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

09/679,664

B. Patent Number(s):

PATENT\_NO

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Wesley B. Ames  
FOLEY & LARDNER  
P.O. Box 80278  
San Diego, California 92138-0278

## 6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

☒ Check Enclosed

Charge to deposit account

8. Deposit account number: 50-0872

DO NOT USE THIS SPACE

## 9. Statement and signature:

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.*

Wesley B. Ames

Registration No. 40,893

Name of person signing

*Wesley B Ames*

Signature

*11 April 2003*

Date

Total number of pages including cover sheet, attachments, and document: 7

ASSIGNMENT AND AGREEMENT

*WHEREAS*, Thomas M. Stormann of 1327 Harrison Avenue, Salt Lake City, Utah 84105; Lance G. Hammerland of 209 Oakridge Drive, Bountiful, UT 84010; Laura L. Storjohann of 900 E. 1305, # 310, Salt Lake City, Utah 84102; James G. Busby of 1636 Branch Avenue, Simi Valley, CA 93065; James E. Garrett of 421 Wakara Way, Suite 201, Salt Lake City, Utah 84108 and Rachel T. Simin of 107 College Avenue, Durham, NC 27713; (hereinafter referred to singly and collectively as "ASSIGNOR") have invented a certain invention entitled **G-PROTEIN FUSION RECEPTORS AND CONSTRUCTS ENCODING SAME** (Atty. Dkt. No. 072827-1801) for which an application for United States Letters Patent was filed on October 3, 2000 as Application No. 09/679,664; and

*WHEREAS*, NPS Pharmaceuticals, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 420 Chipeta Way, Salt Lake City, Utah 84108 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

*NOW THEREFORE*, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

*ASSIGNOR HEREBY AUTHORIZES AND REQUESTS* the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

*ASSIGNOR HEREBY AGREES* (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable

assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

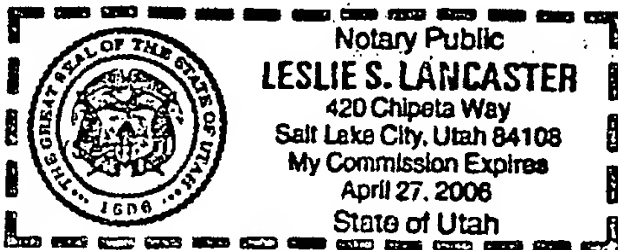
Executed this 7th day of April, 2003.

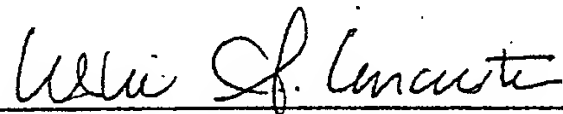


THOMAS M. STORMANN

State of Utah  
County of Salt Lake ) ss.

On this 7th day of April, 2003, before me, a notary public in and for said county, appeared THOMAS M. STORMANN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.





Notary Public

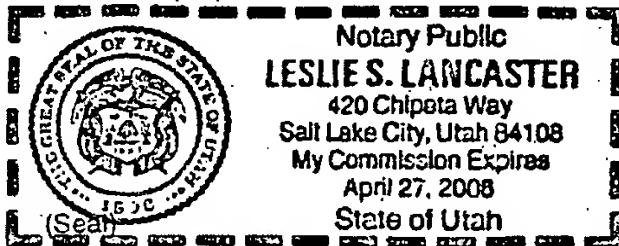
My Commission Expires: 27 April 2006

Executed this 31<sup>st</sup> day of March, 2003.

Lance G. Hammerland  
LANCE G. HAMMERLAND

State of Utah)  
County of Salt Lake) ss.

On this 31<sup>st</sup> day of March, 2003, before me, a notary public in and for said county, appeared LANCE G. HAMMERLAND, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Leslie S. Lancaster  
Notary Public

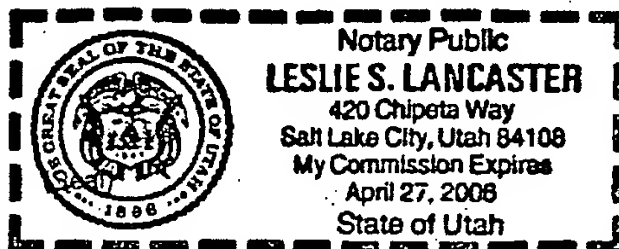
My Commission Expires: 27 April 2006

Executed this 31<sup>st</sup> day of March, 2003.

Laura L. Storjohann  
LAURA L. STORJOHANN

State of Utah)  
County of Salt Lake) ss.

On this 31<sup>st</sup> day of March, 2003, before me, a notary public in and for said county, appeared LAURA L. STORJOHANN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Leslie S. Lancaster  
Notary Public

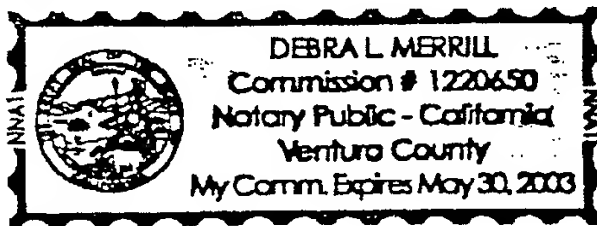
My Commission Expires: 27 April 2006

Executed this 1st day of April, 2003.

James G. Busby  
JAMES G. BUSBY

State of California )  
County of Ventura )ss.

On this 1st day of April, 2003, before me, a notary public in and for said county, appeared JAMES G. BUSBY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Debra L. Merrill  
Notary Public  
My Commission Expires: May 30, 2003

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JAMES E. GARRETT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared JAMES E. GARRETT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

(Seal)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
JAMES G. BUSBY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for said county, appeared JAMES G. BUSBY, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

Executed this 1 day of April, 2003.

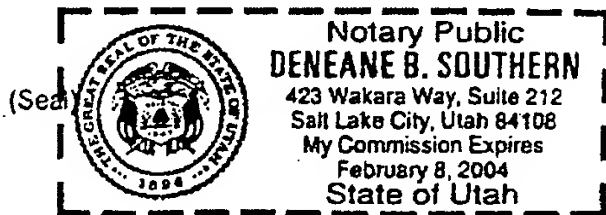
\_\_\_\_\_  
JAMES E. GARRETT

State of Utah )  
County of Salt Lake )ss.

On this 1st day of April, 2003, before me, a notary public in and for said county, appeared JAMES E. GARRETT, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public

My Commission Expires: 2-8-04





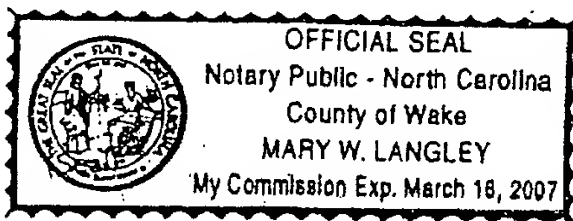
Executed this 2<sup>nd</sup> day of April, 2003.

Rachel T. Simin

RACHEL T. SIMIN

State of North Carolina,  
County of Wake ) ss.

On this 2<sup>nd</sup> day of April, 2003, before me, a notary public in and for said county, appeared RACHEL T. SIMIN, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.



Mary W. Langley  
Notary Public

My Commission Expires: 3-16-2007